

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA**

|                                  |   |                              |
|----------------------------------|---|------------------------------|
| <b>GLENN HEAGERTY,</b>           | ) |                              |
|                                  | ) |                              |
| <b>Plaintiff,</b>                | ) | <b>Civil Action No.</b>      |
|                                  | ) |                              |
| <b>v.</b>                        | ) | <b>1:18-cv-01233-CAP-CMS</b> |
|                                  | ) |                              |
| <b>EQUIFAX INFORMATION</b>       | ) |                              |
| <b>SERVICES LLC and NATIONAL</b> | ) |                              |
| <b>CONSUMER TELECOM &amp;</b>    | ) |                              |
| <b>UTILITIES EXCHANGE, INC.,</b> | ) |                              |
| <b>Defendants.</b>               | ) |                              |

**DEFENDANT EQUIFAX INFORMATION SERVICES LLC’S  
ANSWER AND DEFENSES TO PLAINTIFF’S COMPLAINT**

Defendant, Equifax Information Services LLC (“Equifax”), by Counsel,  
files its Answer and Defenses to Plaintiff’s Complaint (“Complaint”) as follows:

**PRELIMINARY STATEMENT**

In answering the Complaint, Equifax states that it is responding to allegations on behalf of itself only, even where the allegations pertain to alleged conduct by all Defendants. Equifax denies any and all allegations in the headings and/or unnumbered paragraphs in the Complaint.

**ANSWER**

In response to the specific allegations in the enumerated paragraphs in the

Complaint, Equifax responds as follows:

1. Equifax admits Plaintiff is a consumer. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 1.

2. Equifax admits the allegations in Paragraph 2.

3. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 3.

4. To the extent Plaintiff has properly alleged his claims, Equifax admits the Court may exercise its jurisdiction.

5. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 5.

6. Equifax admits the allegations in the first, third, and fourth sentences of Paragraph 6. Responding to the allegations in the second sentence of Paragraph 6, Equifax admits that it maintains a database containing credit information on millions of U.S. consumers. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 6.

7. Equifax admits the allegations in the first and fourth sentences of Paragraph 7. Equifax is without knowledge or information sufficient to form a

belief as to the truth of the remaining allegations in Paragraph 7.

8. Equifax admits Plaintiff requested a copy of his NCTUE consumer disclosure on or about May 17, 2016. Equifax states that the provisions of the FCRA speak for themselves and to the extent Plaintiff misstates, mischaracterizes, and/or misrepresents the provisions of the FCRA, the remaining allegations in Paragraph 8 are denied. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 8.

9. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 9.

10. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 10.

11. Equifax denies the allegations in Paragraph 11.

12. Equifax states that the provisions of the FCRA speak for themselves and to the extent Plaintiff misstates, misrepresents, and/or mischaracterizes the provisions of the FCRA, the allegations in Paragraph 12 are denied.

13. Equifax states that it did not receive any consumer reports, as that term is defined by the FCRA, from NCTUE. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 13.

14. Equifax admits that it is not a member of NCTUE. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 14.

15. Equifax states that it did not receive any consumer reports, as that term is defined by the FCRA, from NCTUE. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 15.

16. Equifax states that it did not receive any consumer reports, as that term is defined by the FCRA, from NCTUE. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 16.

17. Equifax states that it did not receive any consumer reports, as that term is defined by the FCRA, from NCTUE. Equifax admits that Plaintiff has never applied for credit with Equifax. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 17.

18. Equifax states that it did not receive any consumer reports, as that term is defined by the FCRA, from NCTUE. Equifax admits that Plaintiff did not apply for employment with Equifax in the specified time period. Equifax is

without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 18.

19. Equifax states that it did not receive any consumer reports, as that term is defined by the FCRA, from NCTUE. Equifax admits that Plaintiff has not applied for insurance with Equifax. Equifax admits it does not sell or underwrite insurance. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 19.

20. Equifax states that it did not receive any consumer reports, as that term is defined by the FCRA, from NCTUE. Equifax is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 20.

21. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21.

22. Equifax states that the provisions of the FCRA speak for themselves and to the extent Plaintiff misquotes, misstates, misrepresents, and/or mischaracterizes the provisions of the FCRA, the allegations in Paragraph 22 are denied.

23. Equifax states that it did not obtain any consumer reports, as that term is defined by the FCRA, from NCTUE. Equifax denies the remaining

allegations in Paragraph 23.

24. Equifax states that the provisions of the FCRA speak for themselves and to the extent Plaintiff misquotes, misstates, misrepresents, and/or mischaracterizes the provisions of the FCRA, the allegations in Paragraph 24 are denied.

25. Equifax denies the allegations in Paragraph 25.

26. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26.

27. Equifax denies the allegations in Paragraph 27.

28. Equifax denies the allegations in Paragraph 28.

29. Equifax denies the allegations in Paragraph 29.

30. Equifax denies the allegations in Paragraph 30.

31. Equifax denies the allegations in Paragraph 31.

32. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32.

33. Equifax denies the allegations in Paragraph 33.

34. Equifax is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34.

35. Equifax is without knowledge or information sufficient to form a

belief as to the truth of the allegations in Paragraph 35.

36. Equifax denies the allegations in Paragraph 36.

37. Equifax denies the allegations in Paragraph 37.

38. Equifax denies the allegations in Paragraph 38.

39. Equifax denies the allegations in Paragraph 39.

40. Equifax denies the allegations in Paragraph 40.

41. Equifax denies the allegations in Paragraph 41.

42. Equifax denies Plaintiff is entitled to any relief claimed in the “WHEREFORE” Paragraph.

43. Equifax admits Plaintiff demands a trial by jury.

44. Any allegation in Plaintiff’s Complaint not heretofore specifically responded to by Equifax is hereby denied.

### **DEFENSES**

Without assuming the burden of proof where it otherwise rests with Plaintiff, Equifax pleads the following defenses to the Complaint:

#### **FIRST DEFENSE**

Equifax asserts that Plaintiff lacks standing to bring his claims under Article III of the U.S. Constitution.

## **SECOND DEFENSE**

Equifax asserts that Plaintiff has failed to state a claim upon which relief may be granted.

## **THIRD DEFENSE**

Equifax asserts that it did not obtain any consumer reports, as that term is defined by the FCRA, from NCTUE concerning Plaintiff.

## **FOURTH DEFENSE**

Equifax asserts that Plaintiff has not suffered any injury-in-fact.

## **FIFTH DEFENSE**

Equifax asserts that some of Plaintiff's claims are barred by the FCRA's statute of limitations.

## **SIXTH DEFENSE**

Equifax adopts by reference the defenses, criteria, limitations, standards and constitutional protections mandated or provided by the United States Supreme Court in the following cases: *BMW v. Gore*, 517 U.S. 559 (1996); *Cooper Indus., Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 923 (2001); *State Farm v. Campbell*, 538 U.S. 408 (2003), and *Safeco Insurance Co. of America v. Burr*, 551 U.S. 47 (2007).



**SEVENTH DEFENSE**

Equifax asserts waiver, laches, and estoppel.

**WHEREFORE**, having fully answered or otherwise responded to the allegations in Plaintiff's Complaint, Equifax prays that:

- (1) Plaintiff's Complaint be dismissed in its entirety and with prejudice, with all costs taxed against Plaintiff;
- (2) it be dismissed as a party to this action;
- (3) it receive a trial by jury for all issues so triable;
- (4) it recover such other and additional relief as the Court deems just and appropriate.

Respectfully submitted this 4<sup>th</sup> day of May, 2018.

KING & SPALDING LLP

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*Attorneys for Equifax Information  
Services LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 4, 2018, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification to:

Charles Jackson Cole  
Craig Edward Bertschi  
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/s/ N. Charles Campbell  
N. Charles Campbell  
Attorney for Equifax Information  
Services LLC